

EXHIBIT I



AMENDMENT NO. 1
to HONDAJET RETAIL PURCHASE AGREEMENT No. 40000052

This Amendment No. 1 is entered into as of January 21, 2014 by and between Honda Aircraft Company, LLC ("Seller") and HondaJet Limited, L.L.C. ("Purchaser") for the purpose of amending the HondaJet Retail Purchase Agreement ("Agreement") dated October 17, 2006 by and between Seller and Purchaser for the purchase of one (1) HondaJet HA-420 Aircraft.

Seller and Purchaser agree that the Agreement is amended as follows:

1. The name of Seller is hereby changed to Honda Aircraft Company, LLC. Pursuant to Section 13(a) of the Agreement, all formal notices shall be sent to Seller to Attn: Vice President, Sales, Honda Aircraft Company, LLC, 6430 Ballinger Road, Greensboro, North Carolina 27410, Facsimile No. 336-387-0734.
2. Pursuant to Section 4(a) of the Agreement, the Scheduled Delivery Time is 1st Quarter 2016, which is hereby incorporated in the Agreement and supersedes and replaces the prior Scheduled Delivery Time in the Agreement.
3. The second sentence of Section 2, Price and Payment Terms, is hereby deleted and replaced with the following sentence:

The Purchase Price is subject to escalation and shall be adjusted by the percentage difference in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, 1982-84 - 100 as published by the U.S. Department of Labor - Bureau of Labor Statistics, from October 2006 and up to September 2011.

4. Section 3, Options and Selections, is hereby changed in its entirety as follows:

3. **Options and Selections:** Purchaser shall have until twelve (12) months prior to the Scheduled Delivery Time to select any manufacturer offered optional equipment and interior and exterior selections, including color and trim, and to provide a special registration number, if any. The cost of any such optional equipment selected by Purchaser will be included in the Aircraft Purchase Price after adjustment for escalation set forth in Section 2. If Purchaser fails to make such selections by twelve (12) months prior to the Scheduled Delivery Time, Purchaser authorizes Seller to select for Purchaser interior and exterior finishes including color and trim, and to include optional equipment in the Aircraft, with the cost of any such optional equipment included in the Aircraft Purchase Price. If all or part of the selections are received from Purchaser after the above due date, Seller may, at its option: (i) decline to accept such selection(s), (ii) accept such selection(s) at an increased Purchase Price, agreed by Purchaser and Seller, to cover all related expenses of incorporating the late selection(s), and/or a change to the Scheduled Delivery Date and/or Aircraft Serial Number. Option (ii) will be documented by an Amendment to this Agreement. If Purchaser fails to provide a special registration number selection by the due date above, Purchaser agrees to accept the Aircraft with the current registration number. If any optional equipment becomes standard on Purchaser's Aircraft prior to the Delivery Time without any increase in the base price of the Aircraft, Seller shall credit the amount of such optional equipment against the balance due at the Delivery Time.

Purchaser will be offered certain optional equipment selections at no charge (the "Loyalty Package"), consisting of such optional equipment as determined by Seller in its sole discretion. Purchaser understands and agrees that the Loyalty Package as offered by Seller is applicable solely to optional equipment selections for the Aircraft under this Purchase Agreement and cannot be transferred to another purchase agreement, aircraft, dealer, or purchaser. No exchanges or substitutions of optional equipment will be allowed and Purchaser shall not receive any credits towards the Aircraft Purchase Price for any optional equipment in the Loyalty Package not selected by Purchaser. Purchaser must make its selections from the Loyalty Package no later than twelve (12) months prior to the Scheduled Delivery Date.

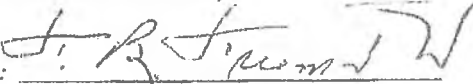
Except as amended by this Amendment, the Agreement remains in full force and effect in the form executed by Seller and Purchaser. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of North Carolina without regard to its conflicts of laws principles.


EFFECTIVE WITH THE EXECUTION OF THIS AMENDMENT BY ALL PARTIES, THE CHANGES TO THE AGREEMENT DESCRIBED HEREIN SHALL BECOME EFFECTIVE. ALL OTHER ELEMENTS OF THE AGREEMENT REMAIN UNCHANGED. IN THE EVENT OF CONFLICT BETWEEN THE AGREEMENT AND THIS AMENDMENT, THIS AMENDMENT SHALL PREVAIL.

IN WITNESS WHEREOF, each party hereto has executed this Amendment as of the date first above written.

HONDAJET LIMITED, L.L.C.

HONDA AIRCRAFT COMPANY, LLC

By: 

By: 

Name: F.B. Freeman, Jr.

Byron Severson

Title: Managing Member

Vice President, Sales